# IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

# NOTICE TO BIDDERS SPECIFICATION NO. 04-270

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

# ANIMAL TRANSPORT VAN CONVERSION

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday,
October 27, 2004 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest corner,
440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street
Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

Company Name
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# EQUIPMENT SPECIFICATIONS ANIMAL TRANSPORT VAN CONVERSION

#### 1. SCOPE

- 1.1 The intent of these specifications is to fully describe a conversion of a new 2005 3/4 ton cargo van for use as an animal transport vehicle.
- 1.2 New cargo van will be drop-shipped from factory to successful bidder for conversion work.

  Bidder shall indicate their drop ship number on the Proposal Form.
- 1.3 Bid price shall include van conversion and all delivery costs F.O.B. Lincoln Police Garage,610 J Street, Lincoln, NE, complete and ready for operation as an animal transport vehicle.
- 1.4 The following documents shall accompany the completed vehicle at time of delivery:
  - 1.4.1 Certificate of warranty for a period of not less than two (2) years from date of delivery.
  - 1.4.2 Two (2) sets of wiring diagrams, indicating schematics of add-on equipment.
  - 1.4.3 Any vendor information and warranty documents not mentioned within these specifications, but necessary for service and repair considerations.
- 1.5 Bid price shall be valid for 1 year from date of purchase.

# 2. <u>BIDDING PROCEDURE</u>

- 2.1 Read Instructions To Bidders
- 2.2 Bidders are cautioned to carefully read specifications, which may include special provisions not commonly offered by the manufacturer.
- 2.3 Submit your pricing on the enclosed Proposal Form.
- 2.4 The following documents must accompany your Bid Proposal:
  - 2.4.1 Applicable warranty terms and conditions for van conversion. See Section 1.4.1, above.
  - 2.4.2 Current literature, specifications and floor plan of proposed animal transport van conversion.

## 3. MODEL

- 3.1 The equipment furnished under these specifications shall be new and the latest design as offered to the commercial trade.
- 3.2 Animal transport conversion shall be complete, with all accessory equipment mounted in the van furnished by the City of Lincoln.
- 3.3 Completed unit shall comply with all current provisions of the National Traffic and Motor Vehicle Safety Act.
- The following Equipment Specifications are based on last ordered ATC 9L Model Animal transport Van Conversion, as manufactured by Harford Systems Inc, Aberdeen, Maryland.
- 3.5 Read Instructions to Bidders concerning exceptions to specifications.

## 4. EQUIPMENT SPECIFICATIONS

MEETS SPEC	<u>S.</u>		
YES NO			
	4.1	ANIMA	L TRANSPORT CAGES
<u> </u>		4.1.1	CONFIGURATION: 9 Cages arranged in an "L" shape along driver's side and rear of cargo area: 5 cages (3 upper, 2 lower) in side cage unit and 4 cages (2 upper, 2 lower) in rear cage unit.
		4.1.2	LOWER REAR CAGE UNIT: 30"H x 48"W, self-draining with removable center divider. Lower passenger side cage to have front and rear door.
		4.1.3	UPPER REAR CAGE UNIT: 17"H x 48"W, self-draining with removable center divider panel. Upper passenger side cage to have front and rear door.
		4.1.4	LOWER SIDE CAGE UNIT: 30"H x 60"W, self-draining with removable center divider panel, NO center post. Capable of use as stretcher compartment.
		4.1.5	UPPER SIDE CAGE UNIT: 17"H x 60"W, self-draining with TWO removable divider panels.

				Company Name					
MEE	ΓS SPECS.								
<u>YES</u>	NO_								
			4.1.6	All cages shall have sloped floors to facilitate drainage. The cages shall					
				have removable floor grates of punched aluminum at least 1/8 inch thick					
				and the holes shall be 9/16".					
			4.1.7	Drain holes must be flush or below cage floor to assist water drainage.					
			4.1.8	All cage seams shall be caulked with an adhesive sealer to prevent					
				leakage.					
			4.1.9	Upper cage divider panels constructed of .090 thick aluminum.					
			4.1.10	Lower cage divider panels constructed of 1/8" thick aluminum.					
			4.1.11	Cages constructed of 24 ga. type 304 stainless steel with 2B satin finish.					
			4.1.12 Mi	nimum depth of cages shall be 24"					
		4.2		AGE COMPARTMENTS					
			4.2.1	23" H x 15" W x 56" deep, lockable storage compartment located behind					
				driver and passenger seats, accessible from side cargo door (for storage					
				of catch poles, tire tools and misc. equipment) and located to allow full					
				adjustment of the seats. The length of the compartment should end before					
				the beginning of the step of the doorway. Height should be the same as					
			400	4.3.4.					
			4.2.2	A storage compartment shall be made on the passenger side from the rear					
				door post of the side cargo door to the 48" cage. The depth shall be the					
				distance from the rear cage to the side wall and shall be approximately					
				17" above the wheel well. The wheel well shall be enclosed (boxed in). A					
				maximum size door shall be hinged vertically and it should swing out					
				towards the wall of the van. The door should latch and be lockable.					
			4.2.3	A storage compartment shall be created above upper side cage unit					
				described in 4.1.5 with a hinged lockable aluminum door.					
			4.2.4 All	storage compartments shall be keyed the same.					
		4.3	CAB. C	ARPETING & SOUND DEADENER					
		1.0	4.3.1	The cab side of the bulkhead shall be covered with a ½" thick automobile					
			1.0.1	insulation prior to carpeting. Sidewall returns, exposed ceiling and the					
				floor between the bulkhead and the factory floor mat shall also be carpeted					
				for appearance and to reduce noise transmission. The carpet color shall					
				compliment the interior colors of the van.					
			4.3.2	Windshield-mounted rearview mirror moved to permit driver to see through					
			4.3.2	bulkhead window.					
			4.3.3	Indoor/outdoor thermometer installed on cab-side of bulkhead securely					
			4.3.3	fastened. Outdoor sensor placed to register temperature in cargo area. A					
				second thermometer shall be in cargo area.					
			4.3.4	<del>-</del>					
			4.3.4	A 23" high aluminum desk/file module installed between driver and					
				passenger seats, designed to accommodate standard size hanging file					
				folders. Formica-covered lid hinged along forward side to permit access to					
				file compartment. Exterior surface carpeted to match bulkhead and when					
				in open position, lid shall have a clipboard writing surface and have support					
				in the open position so it will not flex when being written on. Hinges alone					
			405	are not sufficent.					
			4.3.5	All add-on electrical components shall be wired independent of the factory					
			400	electrical circuitry.					
			4.3.6	Main power line to battery protected with master fuse.					
			4.3.7	An aluminum console attached to the desk/file unit shall hold all switched					
				and fuses for add-on circuits.					

MEETS SPECS. YES NO		Company Name
	4.3.8	A master disconnect switch w/indicator light shall be located on the aluminum console and must be activated to operate individual electrical
	4.3.9	circuits.  Anti-skid pads shall be provided for side loading and two cab door step wells. Cargo door step well shall not impede washout of cargo floor.
	4.3.10	24,000 BTU heating/cooling unit installed, complete with duct work into each main cage.
	4.3.11	Leak-proof drains shall be plumbed through floor of van with minimum 1-1/2" PVC pipe.
	4.3.12	Cages shall be installed to permit removal and transfer to another vehicle.
	4.3.13	97dBA back-up alarm, installed.
<del></del>	4.3.14	12-volt powered metal roof vent installed, with switch in desk-mounted switch panel.
	4.3.15	Two loading/work lights, Halogen Hobbs, 4" X 6" shall be mounted on the roof top of the van; the rear corner of the passenger side above rear door and above the side cargo door.
	4.3.16	Two large cargo lights (at least 8" diameter) shall be installed in the interior of the cage area; one in the rear access area and one near the side cargo door area.
	4.3.17	The van shall have a 1" conduit running from the inside bulkhead to the rear of the van with an opening on each end to insert wires for locally mounted directional lightbar/strobe light.
	4.3.18	A 48" L x 23" W vinyl stretcher used for injured animals shall be provided with brackets holding the stretcher to the roof of the van in the cargo area.

# PROPOSAL SPECIFICATION NO. 04-270

BID OPENING TIME: 12:00 NOON DATE: October 27, 2004

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specifications numbers \_\_\_\_ through \_\_\_\_ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

# **BIDDING SCHEDULE**

			DIDDING SCHED	OLL			
<u>ITEM</u>	DESCRIPTION		QUANTITY		<u>UNIT</u>	TOTAL	
1.	Animal Transport Van Co	nversion	1 Ea.		\$	\$	
	Mfg						
	Model	<u>-</u>					
		Bidder's Dro	op Ship Numbe	-	Recomme	ended Wheel bas	se/ GVW
Chever	olet/GMC						
Ford							
Dodge							
	NO BID SECURITY REQUIRE	ΞD					
RE	ETURN 2 COMPLETE MARK OUTSIDE (						IAL.
COMPA	NY NAME				ВҮ	(Signature)	
STREE	T ADDRESS or P.O. BOX				(F	Print Name)	
CITY, S	TATE ZIP CODE					(Title)	
TELEPI	HONE					(Date)	
	YER'S FEDERAL I.D. NO. CIAL SECURITY NUMBER			ESTIMATED	DELIVERY	DAYS	
TERMS	OF PAYMENT						

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABLLATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABLLATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

#### INSTRUCTIONS TO BIDDERS

# CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

#### 1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

# 2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidderfails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

## 3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

#### 4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

#### 5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### 6. INDEPENDENT PRICE DETERMINATION

in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

#### 7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

#### 8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

# 9. ANTI-LOBBYING PROVISION

9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

#### 10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

- from the specification document <u>no matter how slight</u>. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

#### 11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

#### 12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon inside delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

#### 13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### 14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

### 15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### 16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose actsmade by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### 17. TERMS OF PAYMENT

17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

# 18. <u>LAWS</u>

18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# 19. AFFIRMATIVE ACTION

19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

#### 20. LIVING WAGE

20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.





